

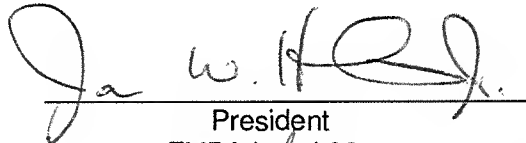
**COMPLETENESS OF AGREEMENT**

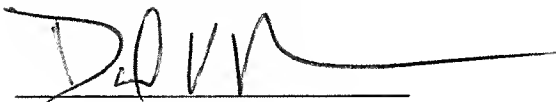
**THIS AGREEMENT** constitutes the entire Agreement between the parties and contains all the benefits to which the Employees covered by this Agreement are entitled, notwithstanding the established past practice in existence prior to this Agreement, and includes and settles for the term of this Agreement all the matters which were or might have been raised in all negotiations between the parties leading to the signing of this Agreement.

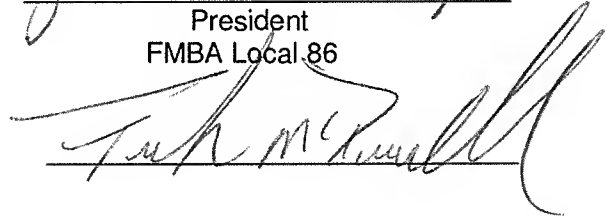
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals

This 25<sup>th</sup> day of September year of 2017

  
\_\_\_\_\_  
Chairman  
Board of Fire Commissioners

  
\_\_\_\_\_  
President  
FMBA Local 86

  
\_\_\_\_\_

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
District Clerk

9/25/2017  
Date

**JACKSON TOWNSHIP**  
**CONTRACTUAL BARGAINING AGREEMENT**  
**BETWEEN**

**JACKSON TWP FIREFIGHTERS MUTUAL**  
**BENEVOLENT ASSOCIATION**  
**LOCAL NO. 86**



**AND**  
**JACKSON TOWNSHIP BOARD OF**  
**FIRE COMMISSIONERS**  
**FIRE DISTRICT 3**



***January 1, 2017 - December 31, 2018***

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## **PREAMBLE**

**THIS AGREEMENT** between the Board of Fire Commissioners of Fire District No. 3 Jackson, Ocean County, hereinafter referred to as the "BOARD" and the New Jersey Firefighters Mutual Benevolent Association, Local No. 86, hereinafter referred to as the "UNION" is designated to; maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **ARTICLE 1** **RECOGNITION**

**SECTION 1** The Board of Fire Commissioners of Fire District No. 3 Jackson Township recognizes the New Jersey Firefighters Mutual Benevolent Association, Local No. 86 as the exclusive employee representative organization for the purposes of collective negotiations concerning terms and conditions of employment and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1, et. seq., for a bargaining unit consisting of full time Firefighter-EMT's, Fire Prevention Specialist UFD and Fire Official UFD of Fire District No. 3 in Jackson Township NJ now employed or hereafter.

**SECTION 2** The use of any male pronoun is intended to be equally applicable to male and female employees, covered by this agreement. The use of singular shall include the plural.

**SECTION 3** All Titles and positions shall conform to NJ State Civil Service (NJSA 11A) and Dept. of Personnel (NJAC 4A) rules and regulations.

**SECTION 4** No member of the Board or authorized representative of the Board will negotiate with anyone other than the Union concerning unit member's terms and conditions of employment.

## **ARTICLE 2** **NEGOTIATIONS PROCEDURE**

**SECTION 1** The Board of Fire Commissioners and Local 86 shall 120 days prior to the expiration of this collective negotiating agreement, enter into negotiations for a successor agreement.

**SECTION 2** Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Board shall grant leave without loss of pay for up to three (3) members of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

**SECTION 3** No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party's established procedures. No collective negotiations agreement between the parties shall be modified except by an agreement reduced to writing, executed by representatives of the parties, and duly ratified by both parties.

SECTION 4 If at any time the Employer or the Employees wish to re-open the terms of the contract, they shall notify the other party in writing with the reason and requesting a meeting date to negotiate and/or make changes. Any changes to the contract agreed to by both parties must be put in writing, signed and dated by both parties within fourteen (14) days of the Agreement

SECTION 5 No representative to the Board shall meet with any member of the Union other than the authorized representatives of FMBA Local 86 for the purpose of discussing wages, hours, or conditions of employment or any other matters which are subjects of collective bargaining.

### **ARTICLE 3** **MAINTENANCE OF STANDARDS**

SECTION 1 Except as modified by or provided elsewhere in this Agreement, all mandatory negotiable terms and conditions of employment shall be maintained at the highest standards in existence at the execution of this Agreement.

### **ARTICLE 4** **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

SECTION 1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States, including, but not limited to, generally, the foregoing rights:

SECTION 2 To make rules of procedure and conduct, to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in the sole charge of the quality and quantity of work required.

SECTION 3 To make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the District provided that advance notice thereof is given to employees.

SECTION 4 To hire all employees, to promote, transfer, assign or retain employees in positions with the District in accordance with all Civil Service regulations.

SECTION 5 To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure herein.

SECTION 6 To lay off employees in the event of lack of work or funds or other conditions where the continuation of such work would be inefficient and nonproductive, so long as such lack of work or funds is bona fide.

SECTION 7 Pursuant to the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of the policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and law of New Jersey and the United States.

SECTION 8 The employer shall agree to abide by the rules and regulation of NJ State Ethics regarding employee confidentiality and personnel matters.

SECTION 9 The District shall advise the FMBA in writing when it creates a new paid position or title in the Districts Fire Department

## **ARTICLE 5** **SAVINGS CLAUSE**

SECTION 1 It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any persons or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2 If any such provisions are so invalid the Employer and the Employees will meet for the purpose of negotiating changes made necessary by the applicable law. All current policies not covered in this Contract shall remain in full force

## **ARTICLE 6** **SICK LEAVE & DISABILITY**

SECTION 1 All permanent full time employees covered by this Contract shall be granted sick leave as per the following. The calendar year shall begin January 1st and end December 31st.

- a) All new employees shall receive one (1) day for each full month of service during the remainder of the first calendar year.
- b) For one (1) year of service and over the employee shall receive fifteen (15) days, beginning January 1<sup>st</sup> of each calendar year. ( Actual hours shall be based on schedule)

SECTION 2 Sick leave shall be limited to immediate family such as spouse, children, mother, father, sister, brother, natural and legal foster children.

SECTION 3 The amount of such leave not taken shall accumulate from year to year. All allotted sick time shall be available to each employee on January 1<sup>st</sup> of each year according to their years of service.

SECTION 4 Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury off the job.

SECTION 5 All permanent employees shall at his/her retirement in good standing, cause to be paid to him/her the full amount of sick leave accrued up to a maximum of one hundred fifty days, with a cap of \$15,000 upon retirement. Under no circumstance whether service retirement, death, or otherwise, will the value of sick leave payout ever exceed \$15,000.

SECTION 6 The employer may require proof of illness of an employee on sick leave whenever it is suspected that there is misuse or abuse of sick days. Abuse of sick leave shall be cause for disciplinary action.

SECTION 7 A doctors' note shall be required after an illness of three (3) consecutive days or more. Failure to provide a doctor's note may result in disciplinary action. No other proof or verification is necessary for less than three (3) days.

SECTION 8 In the event of the death of an employee, the employee's beneficiary will be paid a lump-sum payment based upon 100% of the employee's accumulated sick time at the date of his death. This lump sum payment will be calculated based upon the rate of pay the employee was receiving on the date of his death and shall be capped at \$15,000.

SECTION 9 In the event an Employee is injured in a work-related accident; he shall be compensated under the Workers Compensation Laws. In the event an Employee is out for more than (10) ten calendar days with any illness or non-work related injury, the Employee shall file with the State Disability Program. The Employer will make up the difference between the amount the Employee receives from Workers Compensation and Disability insurance and the employee's regular salary. This additional sum shall be paid for a period not to exceed one year. During the period of time that the Employee is collecting Workers Compensation and Disability, the employee's sick leave accrued shall not be charged.

SECTION 10 For employees not entitled to disability leave allowance under State Statute whom are exposed to a communicable disease in the line of duty and for whom specific screening or preventive medication is necessary in order to prevent the employee from acquiring the disease, the Employer will pay for the cost of same as long as treatment is attained.

SECTION 11 All permanent full time employees covered by this Agreement not using sick leave for a full calendar year shall be granted an incentive as per the following. The calendar year shall begin January 1<sup>st</sup> and end December 31<sup>st</sup>. The incentive shall be paid in the second pay period of the proceeding year. For purposes of this incentive utilizing a portion of sick time will constitute a sick day.

- a) "0" Days - \$500 incentive

## **ARTICLE 7**

### **HOURS OF WORK**

SECTION 1 Regular work schedule shall be 12-hour workdays Monday through Friday between the hours of 6am and 6pm for each fire suppression employee. However, in case of fire emergencies, immediate notice may be given. Both parties shall agree upon all schedule changes.

SECTION 2. Employees shall be entitled to a (45) forty five minute lunch period included in said time period. There shall be one fifteen (15) minute morning rest period and one ten (10) minute afternoon rest period per day. There shall be a ten (10) minute rest period after each fire call, commencing after all trucks are in operating order.

SECTION 3 Regular work schedule for the Fire Official shall be an 8-hour workday Monday through Friday coordinated with the Supervisory Commissioner to accomplish the objectives of the Fire Bureau's operation.

SECTION 4 The regular work schedule for the Fire Prevention Specialist shall be a ten (10) hours workday Monday through Friday coordinated with the Fire Official to accomplish the objectives of the Fire Bureau's operation.

SECTION 5 The schedule shall follow the basis of Table PH2014 as to the general layout of employee scheduling and regular days off (Table PH2014 Appendix B)

SECTION 6 The Regular work schedule for employees who are scheduled for a training course that has a duration that shall exceed 40 hours per week will be subject to an eight (8) hour, Monday-Friday work schedule until training has been completed. Training under 40hrs and training occurring on Saturdays or Sundays shall not be subject to the terms of Article 7 Section 6.

## **ARTICLE 8**

### **SHIFT EXCHANGE & SHIFT TRANSFERS**

SECTION 1 From time to time the need for Employees to exchange shifts may arise. Employees shall have the right to exchange shifts when the change does not interfere with the operations of the District. Shift exchanges shall only be permitted for whole shifts, unless otherwise approved by the Supervisory Commissioner. Shift exchanges shall only be permitted title for title (Firefighter for Firefighter).

SECTION 2 The Ranking Career Officer shall be informed of and approve of any and all shift exchanges. It is the responsibility of the Employees and the Ranking Career Officer to keep track of the shift exchanges that have been made.

SECTION 3 All shift exchanges shall be reciprocated within ninety (90) days. If an exchange is not reciprocated within the ninety (90) day window, the Employee that owes the hours shall forfeit an equivalent number of hours from his or her accrued time. The type of accrued time (e.g. Vacation, Personal, Floating Holiday, Compensatory or sick time) from which the hours shall be deducted from the employee who fails to reciprocate a shift exchange will be selected by the Ranking Career Officer.

SECTION 4 Employees shall have the opportunity to transfer from one shift/platoon/tour under 2 sets of circumstances, 1.) Either a vacancy exists amongst one of the Platoons (A,B,C) or 2.) Two Employees mutually agree to swap Platoons on a permanent basis.

SECTION 5 In the event of a vacancy in any of the Platoons, the vacancy will be filled at the sole discretion of the Board and in accordance with the rules and regulations of NJ State Civil Service (NJSA 11A) and Department of Personnel (NJAC 4A). The Board may take into consideration seniority, operational needs and manpower in the event multiple employees request to be transferred to a vacant position.

## **ARTICLE 9**

### **OVERTIME**

SECTION 1 The parties agree that Employees shall be entitled to overtime computed in fifteen (15) minute increments for those hours worked beyond the normal eight (8) hour work day for the Fire Official, ten (10) hour workday for Fire Prevention Specialist, and twelve (12) hour work day for Fire Suppression Personnel as hereinabove set forth at the rate of time and one-half (1½) times the employee's hourly rate in those instances where the Employees are required to extend the normal working day schedule in connection with the performance of duties as required by Employer unless otherwise provided herein.



SECTION 2 Except as provided for in Article 7, Section 6, the Employees shall be compensated at the rate of time and one-half per hour or comp time at the same overtime rate for attendance at drills, schools and job related training needed to maintain current certification if classes are attended outside the work schedule approved by the employer. Overtime rate shall be computed on a 2080 hour schedule.

SECTION 3 The parties recognize and agree that under certain circumstances, employees may be called for duty from home after the regular working hours or schedule. The employee called back to work after the completion of their shift shall be compensated at the rate of time and one-half for the hours worked and shall receive minimum two (2) hours compensation in the event of a call-back. Compensation shall commence at time of call back activation, provided the employee reports to duty within one (1) hour from the time the firefighter received the call.

SECTION 4 Any time an Employee is required to appear in Court or related Fire District business, at a time other than during his regular work schedule, the employee shall be reimbursed at the rate of time and one-half. A minimum of (2) two hours' compensation shall be paid for court or related appearances

SECTION 5 An employee may elect to receive payment of his/her compensatory time up to 100 hours per year. The Board shall be notified in writing no later than November 1<sup>st</sup> of each year. The Board shall make payment to the employee within 30 days of receipt of request.

SECTION 6 It is understood that employees may be asked with 30 days advanced notice to work normal days off to maintain adequate staffing for the district at the request of the Ranking Career Officer to the Supervisory Commissioner.

SECTION 7 The Board shall establish a deferred compensation plan for members of the bargaining unit. This will allow for Employees to elect to defer any additional compensation earned into said plan.

## **ARTICLE 10** **VACATIONS**

SECTION 1. Employees hired prior to January 1, 2017 shall be entitled to working time reflected as a vacation with pay at their regular rate of pay in accordance with the following schedule. Calendar years shall be defined as January 1<sup>st</sup> to December 31<sup>st</sup>. These days may be taken at any time after they are earned, subject to the approval of management.

- a. Beginning the first first six months of employment a new employee shall not receive any vacation credit. Thereafter, he/she shall receive one (1) day per month until December 31 of the 1<sup>st</sup> calendar year.
- b. Beginning the second (2) calendar year, beginning January 1<sup>st</sup>, employees shall be entitled to twelve (12) days.
- c. Beginning the third (3) calendar year, beginning January 1<sup>st</sup> and all succeeding years, employees shall be entitled to fourteen (14) days.
- d. Beginning the tenth (10) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to eighteen (18) days.

- e. Beginning the fifteenth (15) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employees shall be entitled to twenty-two (22) days.
- f. Beginning the twentieth (20) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to twenty-seven (27) days.
- g. Beginning the twenty-third (23) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to thirty (30) days.

SECTION 2. Employees hired after January 1, 2017 shall be entitled to working time reflected as a vacation with pay at their regular rate of pay in accordance with the following schedule. Calendar years shall be defined as January 1<sup>st</sup> to December 31<sup>st</sup>. These days may be taken at any time after they are earned, subject to the approval of management.

- a. Beginning the first first six months of employment a new employee shall not receive any vacation credit. Thereafter, he/she shall receive one (1) day per month until December 31 of the 1<sup>st</sup> calander year.
- b. Beginning the second (2) calendar year, beginning January 1<sup>st</sup>, employees shall be entitled to eight (8) days.
- c. Beginning the third (3) calendar year, beginning January 1<sup>st</sup> and all succeeding years, employees shall be entitled to ten (10) days.
- d. Beginning the tenth (10) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to twelve (12) days.
- e. Beginning the fifteenth (15) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employees shall be entitled to fifteen (15) days.
- f. Beginning the twentieth (20) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to twenty (20) days.

SECTION 3 The ranking career Officer shall allot vacation periods in order to assure orderly operating and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the members in order of their seniority.

SECTION 4 Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only. The maximum amount of vacation that can be carried over in any given year is the amount issued to them as per Section 1 of this Article above in that year as per N.J.A.C. 4A: 6-1.2.

SECTION 5 In the event of a death of an Employee, the spouse, beneficiary or estate of said Employee shall receive payment for accumulated vacation provided for in this article.

SECTION 6 Employees who have an illness or injury while on vacation, may use their sick leave for the remainder of the illness or injury and have the vacation time adjusted provided proper notice is given and a doctor's certificate is presented to the Employer.

SECTION 7 It may be necessary for the Ranking Officer on duty to attempt to fill a shift vacancy with an Employee that is scheduled on Vacation, Personal, Floating Holiday. If an Employee is called back to work while on vacation, personal or floating holiday the Employee shall be paid at the rate of twice (2x) the Employee's regular rate of pay for those hours worked. In this given circumstance, the vacation hours for the time worked shall be credited back to the Employee's account.

## **ARTICLE 11** **BEREAVEMENT LEAVE**

SECTION 1 Every Employee may be granted leave with pay upon the death of a member of his/her family. Such leave shall be from the date of death to three (3) days after the funeral. Additional days shall be granted if travel time is required at the discretion of the Board.

SECTION 2 The "family" shall include spouse, children, parents, sisters, brothers, spouse's parents, sister and brother in-law, grandchildren, aunt, uncle or grandparents of the employee or spouse.

SECTION 3 In the event of a death of a firefighter or Jackson police officer in the line of duty in the State of NJ, the Union designee's, shall be excused from their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted from any other leave. A Fire Department vehicle shall be provided, if available and Class A uniforms shall be worn.

SECTION 4 Two (2) Days of Bereavement leave may be requested to attend the services of a close friend or family member whom does not fall within the categories listed above. The decision whether to grant any such request shall be at the sole discretion of the Board or its Representative.

## **ARTICLE 12** **PARENTAL LEAVE**

SECTION 1 Employees shall be permitted to utilize both paid and unpaid leave with medical benefits for the birth and care of a child, pursuant to the Family Medical Leave Act (Pub. L. 103-3; 29 U.S.C. Sec. 2061; 29 CFR 825) and New Jersey Family Leave Act (N.J.S.A. 34:11B-1 and N.J.A.C. 13:14-1.1)

SECTION 2 All employees of the District shall be entitled to a minimum of four (4) days off for the birth of a child, without loss of their own personal or vacation time. Any additional time off must be requested and approved by the Board, subject to the provisions of Article 12, Section 1.

## **ARTICLE 13**

### **CLOTHING ALLOWANCE**

**SECTION 1** At the beginning of each year employees shall be allotted annually a \$1,000.00 uniform component maintenance & replacement allowance. Employees shall present payment to the district clerk either by receipt reimbursement or by the district voucher system. The district clerk shall keep record of the balance of each employee. All requests must be made by the 1<sup>st</sup> of any given month. The Ranking Career Officer shall have overview of purchases and have the right to reject and item deemed un-necessary

**SECTION 2** All probationary firefighters shall receive at no cost to them the necessary equipment and clothing outlined in the S.O.G.'s to start their job.

**SECTION 3** The employer will replace or repair clothing damaged during the performance of duty. The employee is responsible for clothing damaged due to abuse or neglect.

**SECTION 4** Employees shall be permitted to display on their uniform their highest level of certification and/or rank.

**SECTION 5** Employees shall be permitted to wear "Summer Uniform" anytime temperatures exceed 50 degrees F.

## **ARTICLE 14**

### **HOLIDAYS AND PERSONAL DAYS**

**SECTION 1** The following holidays or the day celebrated as such will be observed with full pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and (1) Floating holiday. It is understood that employees may work certain Holidays when given 30 days minimum notice with the exception of Christmas, Thanksgiving, and New Year's Day.

**SECTION 2** Fire suppression employees shall work President's Day, Martin Luther King, Columbus Day and Veteran's Day at regular rate of pay and also compensated 12 hours compensation time. If an employee exceeds the compensation cap, they shall receive a floating holiday.

**SECTION 3** The Fire Bureau Employees shall observe all 12 holidays or have the option to work the holidays outlined in section 2 in exchange for compensation time. If employee exceeds the compensation cap, they shall receive a floating holiday.

**SECTION 4** In the event a holiday falls on an employee's regular schedule day off, Saturday or Sunday the employee shall receive a floating holiday.

**SECTION 5** Employees shall be entitled to three (3) personal days per calendar year. The personal days shall not be accrued by an Employee from year to year.

**SECTION 6** In the event of a reduction in force layoff, the Employee will be entitled to all accrued vacation leave and compensation time and personal days accrued.

**SECTION 7** Employees working observed holidays outlined in this agreement shall receive compensation at time and one half in addition to their regular rate of pay unless otherwise agreed upon.

**SECTION 8** Floating Holidays that will be earned after Nov 1<sup>st</sup> of a given year will be

credited on Nov 1<sup>st</sup> of said year to allow employee's ample time to utilize days.

## **ARTICLE 15**

### **MEDICAL AND INSURANCE PROGRAMS**

**SECTION 1** The Employer shall provide to the Employees their spouse and family, insurance coverage as described in general terms herein. The parties recognize the Board reserves the right to cease participation in the State Health Benefits Plan and go to an outside broker/carrier provided that the coverage and plan provided by the outside broker/carrier remains equal to or better than the New Jersey State Health Benefits Plan currently enjoyed by the members. It is further understood any change would be done in conference with the Local prior to any changes being made. Said plans shall cover employees as well as their spouse and children.

- a. The employer shall provide dental service insurance to all employees.
- b. Employer shall provide health insurance through New Jersey State Health Benefits Program. Employees shall contribute toward the plan cost, in an amount consistent with that required by P.L. 2011, c.78 and P.L.2010, c.2
- c. The employer shall provide each employee and family vision insurance through the VSP Vision- Signature Plan
- d. Employer shall maintain Life Insurance coverage in case of line of duty death.

**SECTION 2** The Employer shall offer to the employee, their spouse and family medical and prescription coverage, to all eligible retiring employees with 15 years of service within the Fire District until they reach eligibility for Medicare at which time it will be replaced with supplemental coverage. The employee must certify in writing to the Board they have no other medical or prescription coverage. Retirees will receive the same medical and prescription benefits offered to current employees of the District, and as amended by subsequent negotiation agreements. Contributions to coverage shall be consistent with that required by P.L. 2011, c.78 and P.L.2010, c.2.

**SECTION 3** Each employee shall have the right to opt out of the health insurance plan provided by the District, and thereby shall receive a cash compensation in lieu of enrollment in the health care plan. Compensation for opting out will be according to the accordance with Chapter 92, P.L. 2007 and Chapter 2, P.L. 2010 and the SHBP handbook. Compensation for opting out will be paid in equal quarterly installments, and will be based on the employee's last full years enrolled status. Any member may at any time elect to reenroll in the health benefits plan. It is however expressly understood that the member may have to wait until the insurance carrier's open enrollment period to do so.

**ARTICLE 16**  
**LEAVES OF ABSENCE**

**SECTION 1** The Employer agrees to abide by the provisions of the Selective Service act and its judicial interpretations with respect to leaves of absence due to military service.

**SECTION 2** Any employee covered by this contract shall be entitled to Military and National Guard and Reserve leave and pay in accordance with the Statute and Civil Service Rules and Regulations in such cases made and provided.

**SECTION 3** The Employer agrees to pay full wages to any Employee obliged to serve on a jury provided the Employee pays to the Employer monies paid by the State or County for such service

**SECTION 4** Employees may be granted extended leaves of absence without pay consistent with the Family Medical Leave Act (Pub. L. 103-3; 29 U.S.C. Sec. 2061; 29 CFR 825) and New Jersey Family Leave Act (N.J.S.A. 34:11B-1 and N.J.A.C. 13:14-1.1)

**SECTION 5** The Employer agrees to abide by NJAC Title 4A for all leaves of absence.

**SECTION 6** Employees must use eighty-four (84) hours of sick time, if the Employee has at least that much accrued time, before the Employee may obtain wage replacement benefits under the New Jersey Family Leave Insurance Act (N.J.S.A. 43:21-39.1, et seq. and N.J.A.C. 12:15-1.1, et seq. ).

**SECTION 7** Employees shall be allowed to use up to 12 hours of time annually (excluding sick time) for an "emergency purpose" this time may be called in and cannot be denied

**ARTICLE 17**  
**GENERAL PROVISIONS**

**SECTION 1** Employee agrees to give Employer two (2) weeks' notice of intent to resign.

**SECTION 2** During the life of this Contract, the Employees agree that there will be no strike of any kind, slowdown, sit down, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Township of Jackson Fire District 3 business. In cases of such activity described herein, the Township of Jackson Fire District 3 may impose disciplinary measures or discharge the Employees directly or indirectly involved. In consideration of the foregoing, the Township of Jackson Fire District 3 agrees not to lock out or cause to be locked out any Employee covered under the provisions of this Contract. Nothing set forth above shall prohibit the Employee from publicizing his aims and objectives by all lawful means.

**SECTION 3** The employer shall take all necessary actions to have current promotional lists maintained for all ranks, including the Fire Bureau. Promotions and demotions shall be at the direction of the employer in conformance with NJ Civil Service and Dept. of Personnel rules and regulations.

**SECTION 4** Vacancies shall be filled pursuant to N.J.A.C. 4:4-1.1, governing "Types of Appointments." A good faith effort will be made to fill any vacancy left due to retirement, resignation, transfer, or termination.

**SECTION 5** Any employee participating in the NJ Civil Service Commission testing process shall be excused from work on the testing date.

**SECTION 6** N.J.S.A. 10:4-6

- A. Consistent with Rice v. Union Regional High School Board of Education, 155 N.J. Super 64 (App. Div. 1977), cert. den. 76 N.J. 238 (1978), notice must be served upon any employee if the employer intends to discuss the employee.
- B. Employees notified that the employer intends to discuss him/her will then have the opportunity to decide whether he/she wishes the discussion to be in public, instead of closed session.
- C. All Rice notices to represented employees shall be in writing
- D. Employee decisions as to whether discussions will be held in public or closed session will also be memorialized in writing.

**ARTICLE 18**  
**EQUAL TREATMENT & CONFIDENTIALTY**

**SECTION 1** To insure that the individual rights of the employees in the bargaining unit are not violated regarding employee confidentiality, coercion and employee rights, the employer shall conduct themselves in a manner described according to the NJ law on Ethics and abide by the law described in: Public Employee's Relations Commission, Federal Civil Rights Act, Public Law Chapter 123 of 1974, NJ State Statutes regarding Civil Service and Municipalities and related Local, State and Federal Law or regulations regarding Public Employees

**ARTICLE 19**  
**SEPARATION, DEATH AND RETIREMENT**

**SECTION 1** Employees shall retain all pension rights under the State of New Jersey

**SECTION 2** Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:164-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:164-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated sick leave, personal days, holidays, vacation, and compensatory time as provided in this Agreement at the rate of pay at the time of retirement.

**SECTION 3** For any separation of service or retirement that requires payment separation benefits, the employee shall notify the Board in writing by November 1st of the previous year.

- 1. The Board shall submit in writing to the employee a full breakdown of payment separation benefits within 30 days of notice of retirement.
- 2. One (1) full time separation benefit payment will be made on the (1<sup>st</sup>) first of the month the employee is scheduled to separate or retire in a separate check.

**SECTION 4** Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, or other temporary leaves

SECTION 5 In the event of an employee's separation from service for any other reason not set forth in Section 2 above, accumulated vacation, and compensatory time shall be paid to the employee at the rate of pay at the time of separation.

SECTION 6 In the event of an employee's death, the beneficiary, estate or legal representative shall be paid all accumulated holidays, vacation, sick and compensatory time as provided by this Agreement at the employee's rate of pay at the time of death.

SECTION 7 Upon retiring from the district with at least 15 years of service and in good standing, all employees shall receive their Firefighting Helmet and Shield, a gold retired badge, and Class A Uniform. Employees who retire subject to this provision shall also be issued a Department ID card with their last held rank signifying retirement, for example "Firefighter (ret.)" Upon retirement maintenance and upkeep of the Class A Uniform shall become the responsibility of the retired member.

SECTION 8 Each employee shall receive \$100,000.00 term life insurance policy, the cost of which shall be paid by the Board

## **ARTICLE 20** **PENSIONS**

SECTION 1 The employer shall, with contributions as heretofore, provide pension and retirement benefits to employees covered by this contract under the Police and Fireman's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

## **ARTICLE 21** **SENIORITY**

SECTION 1 Seniority, for the purpose of this contract, is defined to mean the accumulated continuous service with Jackson Fire District No. 3, computed from the date of hire. Seniority, for the purpose of retirement benefits, is defined to mean the accumulated length of continuous service with the Fire District, from the date of hire.

SECTION 2 In determining seniority within the Association for the purposes of layoffs, promotions, shift bidding, and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered in calculating seniority under this contract.

SECTION 3 The Board agrees to post and update an Employee Seniority list on an annual basis. The list shall be posted January 1<sup>st</sup> of every year on the main bulletin board of the Kierych Fire Station and remain there for a period of thirty (30) days. A copy of the seniority list will be provided to the Union for review. Any errors or objections to the posted list must be reported to the Ranking Career Officer within ten (10) days of the post date or it shall stand as approved.

SECTION 4 Starting in the 15<sup>th</sup> year of employment within the district. Employees hired on or after January 1, 2005 shall receive a one time "Super Seniority" increase of 3%. Eligible employees shall receive step 15 commencing in the anniversary month of hire of any eligible employee. Step reflective in Article 34.



**ARTICLE 22**  
**DISCIPLINE, SUSPENSION & LAYOFF**

SECTION 1 .It is intended that the Employer will not discharge any Employee arbitrarily. An Employee may be laid off for economy, efficiency or other related reason. The employee shall be demoted in lieu of layoff whenever possible. An Employee shall be entitled to a hearing as herein before described in this Agreement. A written notice shall be served as outlined in N.J.A.C 11A:8-1 Layoff.

SECTION 2 If an employee is suspended, he/she shall not lose, during such period of suspension, any medical benefits to, which he/she would be entitled if on active duty. Such benefits shall include, but not be limited to, Health Insurance. Dental Insurance, Vision and Disability etc. In the event an employee is found guilty of any violation of rules and regulations and or suspension is given to said employee, there shall be no enforcement of said fine until the employee has exhausted all means of the Fire District's appeal process. An employee found not guilty shall receive retroactive pay.

SECTION 3 Any Employee serving a suspension of thirty one (31) days or more, shall be given the option of covering the costs of their benefits. If employee does not agree to cover the cost, they shall lose coverage for the length of the suspension.

SECTION 4 Copies of disciplinary charges or other notices related to disciplinary action against a member of the Union will be furnished to the President or Vice-President of FMBA Local 86 within three (3) working days of the presentation of charges.

SECTION 5 Whenever an employee is to be questioned for disciplinary means by a supervisor, he/she shall have the right to request a representative of the Union be present at all stages of the questioning.

**ARTICLE 23**  
**PERSONNEL FILE**

SECTION 1 A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Board of Fire Commissioners. No person, for any reason whatsoever, will maintain any other file, document or dossier of personnel records, official or otherwise.

SECTION 2 No detrimental document or report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. The Employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and his response shall be reviewed by the Commissioners career firefighter's liaison and attached to the file copy.

SECTION 3 Any Employee shall have the right to inspect his personnel file during working hours upon request. An Employee shall have the right to review the contents of his personnel file and to indicate those documents, which he believes to be obsolete or otherwise inappropriate to retain. Said document shall be reviewed by the Supervisory Commissioner and shall be destroyed if deemed appropriate.

SECTION 4 Employees shall receive in writing a monthly report from the Board the amount of time they have accumulated for sick leave, vacation leave and compensatory leave.

SECTION 5 Minor discipline verbal or written letter entered into the employee's file shall be purged from the file (1) one year from the date of the letter. Purged letters shall be returned to the employee.

SECTION 6 Maintenance of all personnel files shall be in accordance with the Archive Laws of the State of New Jersey.

SECTION 7 Employees' personnel files must be kept in a locked and secure safe to guarantee confidentiality.

## **ARTICLE 24**

### **COLLEGE & EDUCATION INCENTIVE**

SECTION 1 The Employer agrees to pay each of the Employees in its' employ, in addition to their annual salary, an educational incentive of \$750 for a Master's Degree, \$500.00 for a Bachelor Degree, \$250.00 for an Associate Degree for any degree program related to public administration or fire and emergency services who successfully completes the course. The Board shall also reimburse cost of tuition and books for any college (Fire, EMS or Administration) related courses of study attended by the employee as approved. Payment for the course shall be made by the Board at the completion of the course upon the Employee presenting to the Board evidence of satisfactory completion of the course. The employee shall provide to the Board proof of course of study. If the employee separates employment with the District within three years of having received reimbursement, then the employee shall refund the District the full amount of the reimbursement for that three-year period. Employees separating employment due to retirement or disability shall not reimburse the Board. The employee will receive an incentive for the highest degree held only. Employees hired after January 1, 2017 shall not be entitled to the educational incentive stipend.

SECTION 2 Employees shall be reimbursed for the tuition cost or allowed to attend any training mandated by the State of New Jersey and/or approved by the Board as a condition for maintaining their status as a Firefighter/EMT, Fire Prevention Specialist, Fire Inspector, Fire instructor, or Fire Official. The employer shall also keep a catalog/library of job related books and related training videos.

SECTION 3 Employees shall be reimbursed for the license certification fees for Firefighter/EMT, Fire Inspector, Fire Instructor or Fire Official

## **ARTICLE 25**

### **WIDOWED SPOUSE AND CHILDREN OF EMPLOYEE**

SECTION 1 The spouse and children of an employee, who dies in the line of duty, shall be given a scholarship referenced in Public Laws 1981, Chapter 300, incorporated herein.

**ARTICLE 26**  
**SAFETY AND HEALTH**

SECTION 1. Medical Physical – Due to the nature of the job that may affect the employee's health, employees certified as EMT's shall have a complete physical every year by a physician designated by the Employer. A basic form will be sent to the Employer (Commissioners) stating whether the firefighter is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer.

SECTION 2. Medical Physical- all Employees shall have a complete physical once a year by a physician designated by the Employer. A basic form will be sent to the Employer (Commissioners) stating whether the firefighter is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer. The employee shall have continued access to Centre State Health awareness program.

SECTION 3. Annual Physical shall include the following: Complete Blood Count (CBC), SMAC Blood Analysis and Lipid Profile, Urinalysis, Lyme's Disease (possible symptoms or tick exposure), Hepatitis B boosters/titers, complete physical examination, pulmonary function test, Audiogram, basic vision, E.K.G., hem occult, vital signs, medical history, stress test after 40 years recommended by doctor. Baseline testing shall include; AIDS, T.B., Hepatitis B, Lyme's. Every 5 years a chest X-ray shall be ordered.

SECTION 4. The employer shall provide additional testing if required at no expense to the employee if it is determined that the medical condition is work related or further testing is required to determine the employees fit for duty.

SECTION 5. The Employer shall cooperate fully in matters of safety, health and sanitation affecting the Employees. The employer shall furnish and replace turn out coats, helmets, bunker pants, boots, gloves nomex hood, air masks, EMS. protective equipment, portable radio, harness and all other safety equipment needed to protect the duties of the employee. The Employee shall not be responsible for damage to equipment during the course of duty.

SECTION 6. The Employees shall not be responsible for lost, damaged or theft of equipment. Equipment lost through carelessness or negligence may subject an employee to disciplinary action.

SECTION 7. The Employer agrees to continue to abide by all applicable laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

SECTION 8. No clause in this agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in this Fire District

SECTION 9. A Labor Management committee shall be established consisting of the ranking career officer, fire official, administrative clerk, a maximum of (2) district fire officers, (2) fire Commissioners (2) FMBA members. The administrative clerk shall take minutes and establish the agendas of all parties involved. Agenda items shall be forwarded to the administrative clerk (1) one week prior to the meetings. Meetings shall be held monthly on the (1<sup>st</sup>) first Wednesday of each quarter. (Appendix A)

SECTION 10. The Board shall permit their employees to engage in a physical fitness period of sixty (60) minutes per shift. The employee shall be permitted to utilize the gym equipment in any facility or other designated areas for physical fitness, ex (tennis, basketball, fitness trail, track etc....)

SECTION 11. The Ranking Career Officer shall coordinate annual physicals for all career staff prior to July 1<sup>st</sup> of each year.

SECTION 12. Employees will not be required to perform non-essential outside activities when the weather elements or temperatures are extreme. Extreme conditions represent temperatures equal to or below 32 degrees F or Heat Index equal to or above 90 degrees F. Additionally non-essential outside duties will not be performed under conditions of extreme ; Rain, Snow, Wind, Etc. *This article shall not be applicable during emergency responses.*

## **ARTICLE 27**

### **MILEAGE ALLOWANCE**

SECTION 1 Employees are to be compensated at the current rate based on the Federal Standard of reimbursement per mile if, a District vehicle is deemed unavailable by the employer and the employee's personal car must be used for any official business.

## **ARTICLE 28**

### **UNION**

SECTION 1 The Employer hereby recognizes the New Jersey State FMBA Local 86 as the sole and exclusive representative of the full-time employees for the purpose of collective bargaining. These activities shall include the presentation of grievances and proposals relating to the violations of this Agreement, and with the reference to all terms and conditions of employment.

SECTION 2 Any Employee or member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officials of the Union. There shall not be any discrimination against any Employee because of Union membership or activities.

SECTION 3 The President, Vice President or designee shall be allowed reasonable on duty time for the purpose of attending to contract administration, grievance processing, representation in disciplinary matters (Loudermill/Weingarten, etc.), or other union business within the District on an as needed basis with prior approval for the Boards designee. The member requesting relief must make application to the Employer or its designee as soon as reasonably possible. Any such request shall set forth the reason for which the Union representative seeks relief from duty, and shall not be unreasonably denied.

SECTION 4 The Board agrees to grant necessary time off without loss of pay or compensatory time a maximum of two (2) union representatives to attend any state or national convention N.J.S.A.11A: 6-10 and a maximum of two (2) representative to attend regularly monthly state union meetings.

SECTION 5 The Board will permit the installation of bulletin boards, at the expense of the union in all fire houses, for the exclusive use of the union. The location of which shall

be determined by the board.

SECTION 6 The Board will permit the Union to display the FMBA Certificate of Affiliation (charter) and FMBA Union Emblem at a location/locations mutually agreed upon by the Union and the Board. Nothing in this section will give the Union the expressed right to display FMBA Union insignia or other promotional material on the District's fire apparatuses.

## **ARTICLE 29** **AGENCY SHOP**

SECTION 1 Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the FMBA during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit each pay period any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the FMBA.

SECTION 2 If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

SECTION 3 The FMBA will provide the necessary "check-off authorization" form to its new members and the FMBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Employer will notify the Secretary-Treasurer of the FMBA of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

SECTION 4 Any employee in the bargaining unit on the effective date of this Agreement who within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular FMBA membership dues, fees and assessments as certified to the Employer by the FMBA. The FMBA may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA membership dues, fees and assessments. The FMBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement by the FMBA and the Employer.

SECTION 5 The FMBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13a-5.5 et seq.

## **ARTICLE 30** **PAYROLL ERRORS**

SECTION 1 In the event the employer determines that there has been an error in an employee's paycheck, an underpayment or overpayment shall be corrected within a reasonable period of time, no later than the next pay period and shall, if requested by the employee, have a letter of explanation provided.

**ARTICLE 31**  
**GRIEVANCE PROCEDURES**

**SECTION 1** The Grievance Committee shall consist of not more than two (2) members of the FMBA selected by the FMBA. These employees shall be granted leave from duty with pay to attend meetings between the FMBA Committee and the Board of Fire Commissioners for the purpose of processing grievances. The names of the members of the Grievance Committee shall be filed with Supervisory Commissioner within 48 hours of appointment.

**SECTION 2** The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the FMBA representatives. Should a dispute arise between the Fire District, the FMBA and any member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by anyone of the parties within no more than fifteen (15) days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived, in part or entirety, shall be as follows:

**STEP 1** The grievance shall initially be settled, if possible, internally, between the grievant and his immediate supervisor. If no resolution is reached at that stage, the grievance shall be submitted in writing to the ranking career officer. If neither the immediate supervisor nor the ranking career officer are successful in resolving the dispute, within five (5) working days, the grievant shall furnish a written statement of the grievance to the Supervisory Commissioner, and the Supervisory Commissioner is authorized to attempt settlement of the grievance at that level.

**STEP 2** If the matter of the grievance cannot be settled internally, then the record of the grievance should be submitted to the Chairman of the Board of Fire Commissioners or designee within five (5) working days.

**STEP 3** The Board of Fire Commissioners or designee is hereby authorized and empowered to hold a conference concerning the grievance within five (5) working days. The Board of Fire Commissioners shall answer the grievance within five (5) calendar days after said conference. In the event the Board of Fire Commissioners is unable to settle the grievance at Step 3, then the matter will be referred as hereinafter-set forth in Step 4

**STEP 4** In the event that the Board of Fire Commissioners, the FMBA and the grievant are unable to settle a dispute in Step 3 above, the grievance shall be referred to mediation within twelve (12) working days of the previous step determination. A Mediator Request form will then be submitted to the New Jersey Association of Professional Mediators.

**STEP 5** In the event the Board of Fire Commissioners and the FMBA and the grievant are unable to settle a dispute in Mediation, the FMBA may then file for Arbitration within twelve (12) working days of the conclusion of the mediation session to the New Jersey Public Employment Relations Commission for arbitration. The provisions of this agreement and the Constitution and laws of the State of New Jersey shall bind the arbitrator.

SECTION 3 The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

## **ARTICLE 32**

### **WORKING OUT OF CLASSIFICATION**

SECTION 1. Any Employee who is required to accept the responsibilities and carry out the duties of a position or rank above that which the employee normally holds, shall be paid at the rate of that position or rank while in the acting position. An employee shall carry out the duties and responsibilities of the higher rank company officer that is absent when two or more employees are assigned together for four or more hours.

SECTION 2 When the Fire Official is absent for more than 5 days, the acting Fire Official named in the acting Resolution shall be assigned and be paid the rate of the Fire Official for acting out of classification. Acting-pay shall be paid from the Fire Bureau income fees.

SECTION 3 It is understood that 2 firefighters may ride on an EMS vehicle described in (Appendix C) of this agreement without the need for an acting fire officer. For any fire apparatus Working Out of Class shall follow the terms of section 1 of article 32 of the Collective Bargaining Agreement.

## **ARTICLE 33**

### **LEGAL AID**

SECTION 1. The Employer agrees to provide legal aid to all Employees in suits or other legal proceedings against them arising from incidents in the line of duty. The Employer reserves the right to approve or reject any request by an Employee or assume responsibility for payment of services of whatever member of the New Jersey Bar is contracted to defend that Employee, unless it is first given the opportunity to determine that said payment of services is reasonable. In no case will the Board agree to pay attorney's fees on behalf of an employee at a rate that is in excess of the hourly rate which the Board pays the Board's Attorney. It is the Board's preference that the Board Attorney represent the Employees wherever possible, however, the Board recognizes that there are situations where the Board Attorney believes there would be a conflict of interest to represent the Employee and in those instances, the Employee should have their own counsel. The Employer will take the necessary steps to obtain legal counsel to represent the Employee

**ARTICLE 34**  
**SALARY**

SECTION 1) Employees shall receive their pay increase and any step movement on January 1<sup>st</sup> of each calendar year. (See enclosed step table)

Employees hired prior to January 1, 2005

STEP	2017	2018
1	\$103,153.71	\$104,443.14

Employees hired on or after January 1, 2005

Step	2017	2018
1	\$44,269.55	\$44,822.92
2	\$46,521.88	\$47,103.41
3	\$49,783.84	\$50,406.14
4	\$54,715.62	\$55,399.56
5	\$60,191.07	\$60,943.46
6	\$66,214.46	\$67,042.14
7	\$72,850.61	\$73,761.25
8	\$79,374.54	\$80,366.72
9	\$86,519.80	\$87,601.30
10	\$95,179.55	\$96,369.30
15	\$98,034.94	\$99,260.38

SECTION 2: Current Fire Official: Salary outlined below shall be paid from the Fire Bureau income fees.

2017- \$112,387.45

2018- \$115,197.13

*Future Fire Officials* shall receive a salary of \$5000 over top step Firefighters

SECTION 3: *Future Fire Prevention Specialists* shall receive a stipend of \$2000 above their current grade annually, divided evenly over the 26 pay periods for the duration of the contract.



**ARTICLE 35**  
**CONTINUATION OF BENEFITS**

**SECTION 1** All conditions not covered in this agreement shall be continued to be governed, controlled and interpreted by ordinance, and rules and regulation of the fire district. Any present benefit, including step increases and salaries, sick and holiday time, which are enjoyed by employees covered by this agreement that have not been included in the contracted, shall be continued.

**SECTION 2** The Fire Official shall be assigned the Fire Bureau vehicle to complete the duties of the Fire Bureau and being subject to recall when available, continue the use of the assigned vehicle from home, as was past practice previously agreed to and negotiated into his salary. The Fire Official vehicle shall be used only for Fire Bureau related business and all expenses shall be budgeted and paid for from Fire Bureau income fees. Upon retirement of the incumbent fire Official, this provision will sunset and become null and void. The parties reserve the right to renegotiate the provision upon the hiring of a New Fire Official.

**ARTICLE 36**  
**DURATION**

**THIS AGREEMENT** shall become effective and retroactive to **January 1, 2017** and shall continue in full force and effect until **December 31, 2018**. This Agreement shall remain in effect under the same terms and conditions until a new Agreement is negotiated.

## **APPENDIX A**

### **LABOR MANAGEMENT COMMITTEE**

The purpose of the labor/management process is to make the Fire District employees more effective as an organization. The labor/management process assists in planning policy and procedures as well as resolving a variety of challenges/issues that arise. Management and labor leadership commit to participate in planning and development. In doing so, management shares authority and labor shares responsibility or the process will not work. Labor and Management must continually work on the issue of trust, respect and credibility in the "process." In turn, these values foster trust, respect and credibility among the "participants" individually.

The Committee is established to discuss all matters pertaining to occupational safety and health within the Fire Department, impending new rules, SOP's and regulations, short and long term goals, training and development, formation of committees, employee participation and other matters relevant to the operation of the Fire Department.

## APPENDIX B

### TABLE PH2014

Schedule PH 2014

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
CAPT	A	A	A					A	A	A			A	A	A	A			A	A	A			A	A	A			A	A	A		
LT	C		C		C			C	C		C	C			C	C	C			C	C	C			C	C		C	C		C	C	C
LT	D	D		D	D			D	D	D			D	D	D	D			D	D	D			D	D	D		D	D	D		D	D
FF	D	D		D	D			D	D	D			D	D	D	D			D	D	D			D	D	D		D	D	D		D	D
FF	D	D		D	D			D	D	D			D	D	D	D			D	D	D			D	D	D		D	D	D		D	D
FF	C		C		C			C	C		C	C			C	C	C			C	C	C			C	C		C	C		C	C	C
FF	C		C		C			C	C		C	C			C	C	C			C	C	C			C	C		C	C		C	C	C
FF	A	A	A					A	A	A			A	A	A	A			A	A	A			A	A	A		A	A	A		A	A
FF	A	A	A					A	A	A			A	A	A	A			A	A	A			A	A	A		A	A	A		A	A
FF	A	A	A					A	A	A			A	A	A	A			A	A	A			A	A	A		A	A	A		A	A
FPS	B	B	B	B				B	B	B	B			B	B	B	B			B	B	B	B			B	B	B	B		B	B	B
FO	B	B	B	B	B			B	B	B	B	B			B	B	B	B	B			B	B	B	B	B		B	B	B	B	B	B

## **APPENDIX C**

### **SAFETY COMMITTEE**

**SECTION 1.** During the term of the agreement, a safety committee composed of representatives from the Board, Career Officers and the Local shall meet whenever necessary.

**SECTION 2.** Safety rules shall be promulgated by the Board after discussion with and review by the Local. Whenever changes in safety rules are established, they shall be discussed and agreed with the Local. The Board reserves the right to establish safety rules subject to negotiating the impact of these rule changes on the membership.

**SECTION 3.** Failure by the employees to abide by safety regulations may result in disciplinary action

**SECTION 4.** The Union may submit proposed changes in safety regulations which shall be reviewed with representatives of the Board to determine feasibility and impact of implementation. The final approval of any suggested rule changes is reserved to the Board.

**APPENDIX D**  
**NEW Probationary FireFighter Appointees**

Appendix E is for the purpose of amending the working shifts of any newly hired firefighter within their probationary year, to allow for the conditions of continued employment to be met.

**Hours of Work**

**Section 1** Regular work schedule may be any variation totaling 40-hours Monday through Friday for any newly hired fire suppression employee.

**Section 2** The Ranking Career Officer shall set all probationary firefighters schedules so as to minimize Overtime while in any of the following Classes/Orientation: Basic Truck, Basic Pump, IMS 100, IMS 200, IMS 700, Emergency Medical Technician, Firefighter 1, Engine Co Ops, and District run Orientation.

**Section 3** At no point on training days for said classes/orientation shall hours work exceed Ten (10) hours, without the employee being entitled to Overtime at the rate of time and one half.